

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Habitat for Humanity of the Contract
Upper Keys, Inc. Effective August 17, 2005
Expiration August 17, 2020
Date: _____
Contract Purpose/Description: This is a lease to Habitat to allow their use of the premises for administrative office space, storage, and, eventually the construction of affordable housing.

Contract Manager: Connie Cyr 4443 County Administrator
(Name) (Ext.) (Department/Stop #)
for BOCC meeting on 8/17/05 Agenda Deadline: 8/2/05

CONTRACT COSTS

Revenue Producing
Total Dollar Value of Contract: \$ _____ Current Year Portion: \$ _____
Budgeted? Yes ☐ No ☐ Account Codes: _____
Grant: \$ _____
County Match: \$ _____

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ _____/yr For: _____
(Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>8/5/05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>8/5/05</u>
Risk Management	<u>8/5/05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>8/5/05</u>
O.M.B./Purchasing	<u>8/5/05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>8/5/05</u>
County Attorney	<u>8/4/05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>8/4/05</u>

Comments: _____

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: August 17, 2005

Division: County Administrator

Bulk Item: Yes X No

Department: _____

AGENDA ITEM WORDING:

Approval of lease to Habitat for Humanity of the Upper Keys, Inc. of property at 98970 Overseas Highway, Key Largo.

ITEM BACKGROUND:

The County has purchased a parcel of property containing a commercial building and sufficient space in the rear of the property to construct affordable housing with the intention of partnering with the Lessee to provide affordable housing in the community.

PREVIOUS RELEVANT BOCC ACTION:

On May 18, 2005, BOCC approved original agreement and an addendum, and on June 15, 2005, BOCC approved a revised agreement, rescinding the original.

CONTRACT/AGREEMENT CHANGES:

This is a lease to Habitat to allow their use of the premises for administrative office space, storage, and, eventually the construction of affordable housing. The lease is currently for 15 years with the expectation and provision for a development plan to be presented to and approved by the BOCC, at which time any conditions on the affordable housing aspect of the lease would be incorporated into an amendment, which would also probably extend the lease term for a much greater number of years.

STAFF RECOMMENDATIONS:

Approval

TOTAL COST:_____

BUDGETED: Yes ☐ No ☐

COST TO COUNTY:

SOURCE OF FUNDS:

REVENUE PRODUCING: Yes X No AMOUNT PER MONTH Year \$10

APPROVED BY: County Atty X OMB/Purchasing Risk Management

DIVISION DIRECTOR APPROVAL:

THOMAS J. WILLI, COUNTY ADMINISTRATOR

DOCUMENTATION: Included _____ To Follow _____ Not Required _____

DISPOSITION:_____

AGENDA ITEM #

LEASE

This Lease is made and entered into this 17th day of August, 2005, by MONROE COUNTY, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL 33040 ("COUNTY"), and the HABITAT FOR HUMANITY OF THE UPPER KEYS, INC, a non-profit corporation of the State of Florida, whose mailing address is P.O. Box 2152, Key Largo, Florida 33037 (the "LESSEE").

WHEREAS, the COUNTY has determined that the availability of affordable housing for persons in the work force is critically low; and

WHEREAS, LESSEE's mission includes assistance to disadvantaged and low-income people in acquiring affordable home ownership; and

WHEREAS, the COUNTY owns a parcel of land situated on Key Largo that includes the premises used hereunder and more particularly described in Exhibit "A," and

WHEREAS, the parties desire to enter into a lease for the LESSEE's use of the COUNTY's premises as warehouse, office, outlet for sales of surplus donations, and affordable housing; and

WHEREAS, the parties recognize that a primary purpose of the COUNTY acquiring the premises was to be able to use the premises for the staging of pre-disaster and post-disaster operations; and

WHEREAS, LESSEE and COUNTY have determined that this lease is in the best interests of the public; now therefore,

The Parties hereto agree as follows:

1. **PROPERTY.** The COUNTY agrees to lease to LESSEE the improved real property shown on Exhibit A, hereafter "the Premises." Exhibit A is attached and made a part of this Lease.

2. **TERM.**

A. Subject to and upon the terms and conditions set forth herein, this Lease shall continue in force for a term of fifteen (15) years commencing as of the 18th day of August, 2005 and ending on the 17th day of August, 2020.

B. Conditioned upon satisfactory compliance with the terms of this lease, LESSEE may, at least sixty (60) days prior to the expiration of this lease, request in writing that COUNTY renew the lease, either under the same terms or modified terms, as the parties may agree.

C. The premises contain a building appropriate for commercial business such as office space and retail outlet, as well as a large area which is undeveloped. It is anticipated that LESSEE shall develop affordable housing on the premises. At such time as LESSEE presents a plan acceptable to the COUNTY for said development, this Lease shall be amended to provide the terms that will allow such affordable housing to be built on the premises. LESSEE shall present such plan to the COUNTY for approval within eighteen months of the effective date of this Lease. Should LESSEE fail to provide to COUNTY within that time period an acceptable plan, COUNTY shall have the right to require LESSEE to enter into an amendment of this Lease to extract the developable area from the leased premises in order that the County may use the developable area for any public purpose.

3. USE AND CONDITIONS.

A. The Premises shall be used solely for the purposes of conducting the LESSEE's activities related to the provision of affordable housing, including warehouse, office, outlet for sales of surplus donations, and uses related directly thereto. No signs of any kind shall be permitted except within the footprint of the Premises. If the Premises are used for any other purpose, the COUNTY shall have the option of immediately terminating this Lease. The LESSEE shall not permit any use of the Premises in any manner that would obstruct or interfere with any COUNTY functions and duties, or would, in any way, devalue, destroy or otherwise injure the COUNTY property.

B. The LESSEE will further use and occupy the Premises in a careful and proper manner, and not commit any waste thereon. The LESSEE shall not cause, or allow to be caused, any nuisance or objectionable activity of any nature on the Premises. Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations or as those terms are understood in common usage, shall strictly comply with all federal, state and local laws. The LESSEE shall not use or occupy the Premises for any unlawful purpose and will, at the LESSEE's sole cost and expense, conform to and obey any present or future ordinance and/or rules, regulations, requirements and orders of governmental authorities or agencies respecting the use and occupation of the Premises.

C. The LESSEE, through its agents and employees, shall prevent the unauthorized use of the Premises, or any use thereof not in conformance with this Lease. The LESSEE shall not permit the Premises to be used or occupied in any manner that will violate any laws or regulations of any applicable governmental authority or entity.

D. The LESSEE shall be solely responsible for operating and maintaining the premises, including all repairs, renovations, utilities, security, enforcement of rules and regulations, programs, transportation and any and all other aspects of operations.

E. LESSEE shall annually provide COUNTY with Reports on housing construction initiated, housing construction completed, placement of families in completed housing, average use of materials storage space, as well as any statistical reports which are prepared for and circulated to LESSEE'S volunteers and donors.

F. If the premises are used for any other purpose, without the County Administrator's prior written consent, the COUNTY shall have the option of immediately terminating this Agreement. The LESSEE shall not permit any use of the premises, as described in Exhibit "A", in any manner that would obstruct or interfere with any COUNTY functions and duties. Further, the LESSEE shall not sublease any space or antenna use to any other entity.

G. The LESSEE will further use and occupy said premises in a careful and proper manner, and not commit any waste thereon. The LESSEE will not cause, or allow to be caused, any nuisance or objectionable activity of any nature on the premises. The LESSEE will not use or occupy said premises for any unlawful purpose and will, at their sole cost and expense, conform to and obey any present or future ordinance and/or rules, regulations, requirements and orders of governmental authorities or agencies respecting the use and occupation of said premises.

H. The premises and any building existing as of the inception of this lease or constructed thereon by LESSEE shall provide offices, storage and affordable housing space only for HABITAT, and no other entities shall use said premises for any purpose, without prior written consent of the COUNTY.

I. COUNTY's written approval of any plan for new construction and a fully executed amendment to this Lease shall be required prior to LESSEE commencing any development activity on the undeveloped area of the premises. After the required approval and amendment to Lease are executed, this lease and obligations of LESSEE hereunder are contingent upon LESSEE receiving all permits, approvals and certificates necessary for construction of buildings which are to be permanently located on the demised premises. The LESSEE shall use the Premises for the purpose of warehousing construction materials, resale of materials donated to LESSEE, an administrative office related solely to the provision of affordable housing in fulfillment of the LESSEE's corporate mission, and uses incidental thereto. Prior to construction or renovation of any structure or installation of any equipment on the premises, whether in an existing or newly constructed building, the LESSEE shall obtain written approval, signed by the County's Director of Public Works, of the specific construction or installation placement within the Premises. All repairs, renovations, improvements (including new

construction), to and maintenance of the Premises shall be at LESSEE's sole expense. The LESSEE accepts the property in "AS IS" condition. COUNTY shall cooperate with LESSEE in any effort to obtain utility service along said right of way by signing such documents or easements as may be required by utility companies. LESSEE shall perform, at the sole expense of LESSEE, all work required in the preparation of the property or premises hereby leased for occupancy by LESSEE; and LESSEE does hereby accept the leased property or premises as now being in fit and tenantable condition for all purposes of LESSEE.

J. LESSEE shall apply for any and all required building permits necessary for construction, renovations, and other improvements to be permanent and shall provide COUNTY with written notice of the commencement date within ten (10) days preceding the commencement of construction by LESSEE and which written notice shall become a part of this AGREEMENT.

K. No structure or improvements of any kind, whether temporary or permanent, shall be placed upon the land without prior approval in writing by the COUNTY Administrator, which shall not be unreasonably withheld, a building permit and any permits required by law by any other agency, federal or state. Any such structure or improvements shall be constructed in a good and workmanlike manner at the LESSEE's sole cost and expense, except as otherwise agreed herein. Subject to any landlord's lien, any structures or improvements constructed by the LESSEE shall be removed by the LESSEE at its sole cost and expense, by midnight on the day of termination of this Lease or extension hereof, and the land restored as nearly as practical to its condition at the time this lease is executed, unless the Board of County Commissioners accepts, at the time delivery is tendered, in writing delivery of the Premises together with any structures or improvements constructed by the LESSEE. The LESSEE shall be solely responsible for obtaining all necessary permits and paying impact fees required by any agency and any connection fees required by any utility.

L. The LESSEE shall perform, at its sole expense, all work required in the preparation of the property or Premises hereby used for occupancy by the LESSEE except as otherwise provided in this lease.

M. COUNTY reserves the right to inspect the area and to require whatever adjustment to structures or improvements as COUNTY, in its sole discretion, deems necessary. Any adjustments shall be done at the LESSEE's sole cost and expense.

N. Signage of any type shall comply with the County's sign regulations.

O. Until such time as this Lease is amended to provide the terms related to use of the developable area of the premises for affordable housing at any time that the Premises are needed by COUNTY for pre-disaster and/or post-disaster staging operations, LESSEE shall accommodate COUNTY to the fullest degree possible. The amendment to set terms with respect to the

development of affordable housing shall delete this requirement to accommodate pre-disaster and/or post-disaster staging operations.

4. **RENT.** For the use of the Premises, the LESSEE must pay the COUNTY the sum of ten dollars (\$10.00) per year, due on the first day of the contract year, payable in advance and remitted to Monroe County Clerk's Office, 500 Whitehead Street, Key West, FL 33040.

5. **UTILITIES.**

LESSEE shall be responsible for paying any and all costs of utility connection fees, impact fees, effluent discharge units, or any other costs associated with the placement of utility infrastructure to provide utility services to the premises, and all monthly utility fees, such as water, electric, sewer, telephone or cable television.

6. **MECHANIC'S LIENS.** The LESSEE shall not permit any mechanic's lien or liens to be placed on the Premises or on improvements on it. If a mechanic's lien is filed, it shall be the sole responsibility of the LESSEE or its officer, employee, agent, contractor or other representative causing the lien to be filed to discharge the lien and to hold harmless and defend Department of Juvenile Justice, Monroe County Sheriff's Office, and Monroe County against enforcement of such lien. Pursuant to Section 713.01, F.S. the liens authorized in ch. 713, F.S. do not apply to the COUNTY.

7. **RECORDS - ACCESS AND AUDITS.** The LESSEE shall maintain adequate and complete records for a period of four years after termination of this Lease. The COUNTY, its officers, employees, agents and contractors shall have access to the LESSEE's books, records, and documents related to this Lease upon request. The access to and inspection of such books, records, and documents by the COUNTY shall occur at any reasonable time.

8. **RELATIONSHIP OF PARTIES.** The LESSEE is, and shall be an independent contractor and not an agent or servant of the COUNTY. The LESSEE shall exercise control, direction, and supervision over the means and manner that its personnel, contractors and volunteers perform the work for which purpose this Lease is entered. The LESSEE shall have no authority whatsoever to act on behalf and/or as agent for the COUNTY in any promise, lease or representation other than specifically provided for in this Lease. The COUNTY shall at no time be legally responsible for any negligence on the part of the LESSEE, its employees, agents or volunteers resulting in either bodily or personal injury or property damage to any individual, property or corporation.

9. **TAXES.** The LESSEE must pay all taxes and assessments, if any, including any sales or use tax, levied by any government agency with respect to the LESSEE's operations on the Premises.

10. **INSURANCE.**

A. To the extent allowed by law, each party shall be responsible for any acts of negligence on the part of its employees, agents, contractors, and subcontractors and shall defend, indemnify and hold the other party harmless from all claims arising out of such actions.

B. LESSEE shall, throughout the term of this lease, maintain insurance in a minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury or death to any One person or number of persons in any one occurrence and not less than One Million Dollars (\$1,000,000.00) for property damage unless waived or modified by County Risk Management per Administrative Instruction 4709. The insurance policy (or policies) shall name Monroe County as an additional insured.

C. If the insurance policies originally purchased which meet the requirements of this lease are canceled, terminated or reduced in coverage, then the LESSEE must immediately substitute complying policies so that no gap in coverage occurs. Copies of current policy certificates shall be filed with the COUNTY whenever acquired or amended.

11. **CONDITION OF PREMISES.** The LESSEE must keep the Premises in good order and condition. The LESSEE must promptly repair damage to the Premises. At the end of the term of this Lease, the LESSEE must surrender the Premises to the COUNTY in the same good order and condition as the Premises were on the commencement of the term, normal wear and tear excepted. The LESSEE is solely responsible for any improvements to land and appurtenances placed on the Premises. The LESSEE shall not commit waste on the Premises, nor maintain or permit a nuisance on the Premises. After termination or expiration of this Lease, the LESSEE shall pay the COUNTY the cost of any repairs and clean-up necessary to restore the Premises to its condition at the commencement of the Lease.

12. **HOLD HARMLESS.** To the extent allowed by law, the LESSEE is liable for and must fully defend, release, discharge, indemnify and hold harmless the COUNTY, the members of the County Commission, COUNTY officers and employees, COUNTY agents and contractors, and the Sheriff's Office, its officers and employees, from and against any and all claims, demands, causes of action, losses, costs and expenses of whatever type - including investigation and witness costs and expenses and attorneys' fees and costs - that arise out of or are attributable to the LESSEE's operations on the Premises except for those claims, demands, damages, liabilities, actions, causes of action, losses, costs and expenses that are the result of the

sole negligence of the COUNTY. The LESSEE's purchase of the insurance required under this Lease does not release or vitiate its obligations under this paragraph. The COUNTY does not waive any of its sovereign immunity rights including but not limited to those expressed in Section 768.28, Florida Statutes.

13. NON-DISCRIMINATION. County and Contractor agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or Contractor agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101- 6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Ch. 13, Art. VI, prohibiting discrimination on the bases of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

14. TERMINATION. The COUNTY may treat the LESSEE in default and terminate this Lease immediately, without prior notice, upon failure of the LESSEE to comply with any provision related to compliance with all laws, rules and regulations. This Lease may be terminated by COUNTY due to breaches of other provisions of this Lease if, after written notice of the breach is delivered to the LESSEE, the LESSEE does not cure the breach within 7 days following delivery of notice of breach. The COUNTY may terminate this Lease upon giving one hundred twenty (120) days prior written notice to the LESSEE. Any waiver of any breach of covenants herein contained shall not be deemed to be a continuing waiver and shall not operate to bar either party from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise.

15. **CESSATION OF HABITAT AFFORDABLE HOUSING OPERATIONS.** Upon the natural expiration or early termination of this lease, the operation of administrative office, affordable housing, storage warehousing, and retail activities shall immediately be ceased and all improvements, equipment, and other personalty of the LESSEE, its officers, employees, contractors, agents, volunteers and invitees shall immediately be removed from the Premises. Any damage to the Premises which has occurred due to the use contemplated under this Lease shall be immediately repaired and the Premises restored to its original condition, unless the Parties agree at time of cessation of operations that the premises need not be repaired or restored due to other benefits installed by LESSEE during term of lease. Should the LESSEE determine to cease operation prior to the natural termination of this lease, the LESSEE shall give COUNTY prior written notice of such intended cessation sixty (60) days before the effective date of the cessation of operation.
16. **ASSIGNMENT.** The LESSEE may not assign this Lease or assign or subcontract any of its obligations under this Lease without the approval of the COUNTY's Board of County Commissioners. All the obligations of this Lease will extend to and bind the legal representatives, successors and assigns of the LESSEE and the COUNTY.
17. **SUBORDINATION.** This Lease is subordinate to the laws and regulations of the United States, the State of Florida, and the COUNTY, whether in effect on commencement of this Lease or adopted after that date.
18. **INCONSISTENCY.** If any item, condition or obligation of this Lease is in conflict with other items in this Lease, the inconsistencies shall be construed so as to give meaning to those terms which limit the County's responsibility and liability.
19. **GOVERNING LAWS/VENUE.** This Lease is governed by the laws of the State of Florida and the United States. Venue for any dispute arising under this Lease must be in Monroe County, Florida. In the event of any litigation, the prevailing party is entitled to a reasonable attorney's fee and costs.
20. **ETHICS CLAUSE.** The LESSEE warrants that it has not employed, retained or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 of ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision, the COUNTY may, in its discretion, terminate this Lease without liability and may also, in its discretion, deduct from the Lease or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift or consideration paid to the former County officer or employee.

21. **CONSTRUCTION.** This Lease has been carefully reviewed by the LESSEE and the COUNTY. Therefore, this Lease is not to be construed against any party on the basis of authorship.

22. **NOTICES.** Notices in this Lease, unless otherwise specified, must be sent by certified mail to the following:

COUNTY:
County Administrator
1100 Simonton Street
Key West, FL 33040

LESSEE
Habitat Executive Director
P.O. Box 2151
Key Largo, FL 33037

23. **FULL UNDERSTANDING.** This Lease is the parties' final mutual understanding. It replaces any earlier leases or understandings, whether written or oral. This Lease cannot be modified or replaced except by another written and signed lease.

IN WITNESS WHEREOF, each party has caused this Lease to be executed by its duly authorized representative.

(SEAL)
ATTEST:
DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Mayor/Chairman

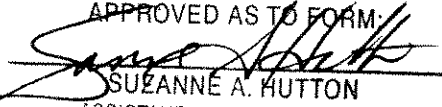
(SEAL)
ATTEST:

HABITAT FOR HUMANITY OF THE UPPER KEYS,
INC.

By: _____

By: _____
President

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:


SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 8/04/05

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

8/02/05

PRODUCER

800-824-9245

Acordia
7 Giralda Farms
2nd Floor
Madison, NJ 07940

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY
A FEDERAL INSURANCE CO.
COMPANY
B
COMPANY
C
COMPANY
D

INSURED

HABITAT FOR HUMANITY
OF THE UPPER KEYS
PO BOX 2151
KEY LARGO, FL 33037

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YY)	POLICY EXP. DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				GENERAL AGGREGATE
	<input type="checkbox"/> COMM. GENERAL LIABILITY				PROD-COMP/OP AGG.
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERS. & ADV. INJURY
	<input type="checkbox"/> OWNER'S & CONTRACT'S PROT				EACH OCCURRENCE
					FIRE DAMAGE(One Fire)
					MED EXP(Any one person)
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT
					AGGREGATE
	EXCESS LIABILITY				EACH OCCURRENCE
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	7171725	4/01/05	4/01/06	STATUTORY LIMITS
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL				EACH ACCIDENT 1000000
					DISEASE-POLICY LIMIT 1000000
					DISEASE-EACH EMPL. 1000000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
EVIDENCE OF COVERAGE

CERTIFICATE HOLDER

MONORE COUNTY
500 WHITEHEAD STREET
KEY WEST, FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

8/02/05

PRODUCER

800-824-9245

Acordia
7 Giralda Farms
2nd Floor
Madison, NJ 07940

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY

A

FEDERAL INSURANCE CO.

COMPANY

B

COMPANY

C

COMPANY

D

INSURED

HABITAT FOR HUMANITY
OF THE UPPER KEYS
PO BOX 2151
KEY LARGO, FL 33037

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YY)	POLICY EXP. DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	35781707	4/01/05	4/01/06	GENERAL AGGREGATE	2000000
	<input checked="" type="checkbox"/> COMM. GENERAL LIABILITY				PROD-COMP/OP AGG.	2000000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERS. & ADV. INJURY	1000000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	1000000
	<input checked="" type="checkbox"/> Hired & Non-Owned Liab.				FIRE DAMAGE(One Fire)	included
					MED EXP(Any one person)	0
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT	
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	
					AGGREGATE	
	EXCESS LIABILITY				EACH OCCURRENCE	
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS	
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:				EACH ACCIDENT	
	<input type="checkbox"/> INCL				DISEASE-POLICY LIMIT	
	<input type="checkbox"/> EXCL				DISEASE-EACH EMPL.	
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

MONROE COUNTY IS NAMED AS ADDITIONAL INSURED AS THEIR INTERESTS MAY APPEAR WITH RESPECTS TO LEASE OF COUNTY PROPERTY EFFECTIVE AUGUST 1, 2005.

CERTIFICATE HOLDER

MONROE COUNTY
500 WHITEHEAD STREET
KEY WEST, FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

